

**COASTAL MISSISSIPPI BOARD MEETING
JANUARY 28, 2021
OFFICIAL MINUTES**

The Coastal Mississippi Board met Thursday, January 28, 2021 at 3:00 p.m. at the Mississippi Coast Convention Center located at 2350 Beach Blvd., Biloxi, MS 39531

Commissioners Present: Mary Cracchiolo Spain, President; Mark Henderson, Vice President; Carla Todd, Treasurer; Rob Stinson, Secretary; Bill Holmes; Brooke Shoultz; Clay Wagner; Jim Williams; Kim Fritz; Nikki Moon; Rich Westfall; Richard Marsh; Rusty David; Shirley Dane (via phone)

Commissioners Absent: Danny Hansen

Staff Members Present: Milton Segarra, CEO; Cindy Jo Calvit, Executive Administrative Assistant; Pam Tomasovsky, Director of Finance; Zach Holifield, Director of Leisure Business Development; Patrick Clay, Director of Communications and Engagement (via phone); Natalea Thomson, Marketing Manager (via phone)

Others Present: Hugh Keating, Legal Counsel; Advisory Members: Clay Williams, Gulfport-Biloxi Regional Airport Authority; Cynthia Sutton, Ocean Springs Chamber of Commerce (via phone) and Mike Davis, IP Casino Resort Spa; Chaille Munn, Director of Marketing- Gulfport-Biloxi Regional Airport Authority

President Cracchiolo Spain called the meeting to Order.

1. Commissioner Clay made the motion to accept the agenda as presented. Seconded by Commissioner Fritz, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- A&E	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

2. Commissioner Henderson made the motion to amend the agenda by removing Social Media Agency RFQ/RFP under the Marketing Committee Report. Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- A&E	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

3. Commissioner Williams made the motion to accept the meeting minutes from the December 17, 2020 Coastal Mississippi Board Meeting as presented. Seconded by Commissioner Wagner, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
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Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- A&E	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

4. Commissioner Fritz made the motion to amend the December 17, 2020 Board meeting minutes to show a change in the wording in Item #21 to reflex "Commissioner Williams made the motion to ~~approve~~ amend the Meetings and Conventions portion of the Peter Mayer Media Plan for January – "September 2021 ~~as presented but~~ and return next month with an adjusted approach to the paid media search.

Seconded by Commissioner Wagner, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

5. President's Report:

- Recognized and welcomed Advisory Members and Guests

Commissioner Holmes arrived to meeting.

6. Gulfport-Biloxi Regional Airport Authority Update was given by Clay Williams

7. Coastal Mississippi CEO Report:

- Presented Monthly Report (attached)
- Longwoods International presented the Travel USA Visitors Profile

Commissioner Todd left the meeting.

8. Commissioner Shoultz gave a brief financial report.

9. Commissioner Holmes made the motion to approve the Financial Statements as of December 31, 2020.

Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

10. Commissioner Marsh made the motion to ratify the check/EFT disbursements on Operating Account totaling \$247,433.37. Seconded by Commissioner Williams, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes

Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

11. Commissioner Holmes made the motion to ratify the check/EFT disbursements on the Grant Account totaling \$53,588.95. Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

12. Commissioner Wagner made the motion to ratify the expenses paid by credit card totaling \$6,992.56. Seconded by Commissioner Fritz, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

13. Commissioner Dane gave a brief recap of the Tourism Engagement Committee Meeting and Zach Holifield gave an update on the Coast Champions Program.

14. Commissioner Fritz gave a brief recap of the Marketing & Sales Committee Meeting.

15. Commissioner Stinson made the motion to approve the Group Incentive Request for the GBL-Mississippi Coast Summer Finale in July 2021 for \$2,500.00. Seconded by Commissioner Williams, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

16. Commissioner Henderson made the motion to approve the Sales Team Goals for FY2021 as presented (attached). Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E

Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

17. Commissioner Henderson made the motion to amend the Sales Team Goals form to include the word "Definite" to Room Nights. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

18. Commissioner Stinson made the motion to approve the Paid Media Search for the Meetings and Conventions portion of the Peter Mayer Media Plan for January – September 2021 as presented. Seconded by Commissioner Marsh, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

19. Commissioner Moon made the motion to approve the Sparkloft Agreement Extension through September 30, 2021 to give time to do an RFP. Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

Commissioner Westfall and Commissioner Marsh left the meeting.

20. Commissioner Wagner made the motion to approve the AGJ Systems Agreement as presented (attached). Seconded by Commissioner Stinson, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- Yes
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- Yes
Commissioner Marsh	Voted --- Yes	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

21. Commissioner Wagner made the motion to amend his prior motion and approve the AGJ Systems Agreement subject to the following amendments:

- Deletion of 1b- If either party terminates this agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.
- Inclusion of the descriptions on Appendix A.
- Change limitation of agreement from 3 years to 1 year.

Seconded by Commissioner Shoultz, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- A&E
Commissioner Marsh	Voted --- A&E	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

22. Commissioner Holmes made mention of how the Monthly Board Meetings are lasting longer than the scheduled times. President Cracchiolo Spain adjusted the time from 1.5 hours to 2 hours moving forward.

23. Reminders

- Coastal Mississippi Monthly Board Meeting- February 2021
Thursday, February 25, 2021 3:00pm – 4:30pm MS Coast Convention Center

24. Commissioner Henderson made the motion to adjourn the meeting at 5:05 pm. Seconded by Commissioner Clay, the president called the question, with the following results:

Commissioner Dane	Voted --- Yes	Commissioner Moon	Voted --- Yes
Commissioner David	Voted --- Yes	Commissioner Stinson	Voted --- Yes
Commissioner Fritz	Voted --- Yes	Commissioner Shoultz	Voted --- Yes
Commissioner Hansen	Voted --- A&E	Commissioner Todd	Voted --- A&E
Commissioner Henderson	Voted --- Yes	Commissioner Wagner	Voted --- Yes
Commissioner Holmes	Voted --- Yes	Commissioner Westfall	Voted --- A&E
Commissioner Marsh	Voted --- A&E	Commissioner Williams	Voted --- Yes

The motion having been duly made, seconded, and a favorable vote received from the Board, the president declared the motion adopted January 28, 2021.

CEO REPORT

January 2021

Milton Segarra, CDME
1.28.21



INDUSTRY / BUSINESS DEVELOPMENT

- U.S. Travel Webinar- Understanding/Accessing COVID Relief for Travel Industry
- U.S. Travel Board Meeting
- Rapiscan Classic Board Meeting
- Meeting with Clay Williams, Gulfport-Biloxi Regional Airport Authority
- Destinations International – Equality, Diversity & Inclusion Committee Mtg

CITY - COUNTY - STATE

- Legislative Committee and MTA Executive Board
- MDMOA Legislative Committee Call
- Mississippi DMO Association- 1st Quarter Meeting
- MTA Legislative Update
- Meeting with Mayor Gilich
- Mississippi DMO Legislative Update
- MDA Meeting in Jackson
- Meeting with Mayor Hewes
- Call w/ Visit Mississippi/Mississippi DMOs- Meetings & Conventions Incentive Programs

MEDIA

- WLOX – 2021 Campaign Overview
- Interview with Convention South Magazine
- Interview with Kat Maines- Harrison County Active Living Initiative
- Interview with Guy Harvey Magazine- Fishing Destination



CEO MONTHLY MEETINGS – January 2021

National Plan for Vacation Day – 1/26/21

We shared static posts on our Facebook, Instagram and Twitter feeds showcasing new photography from our recent Peter Mayer asset generation, with the official National Plan for Vacation Day branding incorporated in each image.

We also incorporated the official #PlanForVacation hashtag within our Instagram and Twitter posts, as well as recommended copy from the U.S. Travel Association on Instagram.



Facebook



Instagram



Twitter

Through our National Plan for Vacation Day content, we also leveraged audience engagement opportunities, posing the question "What Coastal Mississippi vacation have YOU been dreaming of?" on Instagram stories and Facebook. We shared the responses in our Instagram story as well.



January-December 2020(YTD) Historical KPI's Comparison

	2017	2018	2019	2020
All Rooms Sold	3,934,557	3,986,791	4,053,470	3,224,277
All Occupancy	80.42%	81.96%	88.60%	60.59%
All ADR	\$80.37	\$81.95	\$87.69	\$86.09
RevPAR	\$52.14	\$55.62	\$55.33	\$47.23
Room Inventory		14,613		15,492
Supply	5,465,550	5,457,583	5,530,561	5,223,935
Demand	3,169,372	3,296,509	3,342,540	2,924,119
Revenue	\$316,428,872	\$326,776,936	\$353,385,325	\$285,175,274
Tax Receipts FY	\$4,120,639	\$4,599,847	\$4,526,174	\$3,633,514

**THANK
YOU**



LeapCare Agreement Complete Care Managed Services

1. Terms of Agreement

This Agreement between Mississippi Gulf Coast Regional Convention and Visitors Bureau d.b.a. Coastal Mississippi, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for **one (1) year commencing on February 1, 2021**. This Agreement may be terminated by the Client or by AGJ for any reason upon 60 days written notice to the other party. However, notwithstanding the foregoing provision, either party shall be immediately excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to any one of the following Force Major events: fire, chemical or radioactive contamination, earthquake, lightning, hurricane, flood, tornado, plague, epidemic, pandemic, acts of war, terrorism, riots, or acts of God.

- a) This Agreement may be terminated by the Client upon fifteen (15) days written notice if AGJ Systems:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within five (5) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within five (5) days of receipt of such written notice.

2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding AGJ holidays as listed on Appendix A). Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client's "Trouble Tickets" within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ's client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client's office/s within a 50-mile radius of AGJ's office is included in this agreement.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding AGJ holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. This agreement is no way a warranty or guarantee that data loss will not occur.

*Solving your IT challenges and creating business efficiency
through teamwork, technical proficiency, and world-class service*

3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client's office.

Item	Included	Qty
Locations	Yes	8
Helpdesk/Reactive Support Team (remote)	Yes	13 users
vCIO, Network Admin, Central Services	Yes	13 users
Allworx Phone System Management	Yes	13 users
Offsite Backup (file level) for server (up to 200 GB)	No	No
BDR (Backup and DR server)	Yes	See BDR Agreement
Mobile Device Mgmt Software (MDM)	No	
Cloud File Apps	Yes	13 Users
Office 365 email Management	Yes	13 users
Antivirus and Antimalware Software	Yes	15 users
LeapGuard UTM (Unified Threat Manager)	Yes	1 UTM's
Managed Wireless access point(s)	No	
Security Awareness Training and Notices (electronic)	Yes	13 users
Remote PC Access	Yes	13 users

4. Backup Protected Equipment and Retention Policy
As stated on your existing BDR Agreement if included.

5. Additional Services

Hardware/Software/System Support

AGJ shall provide support for currently installed hardware and properly licensed software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and all software be genuine and vendor-supported. Software patching is included for business application software. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. Installation of new hardware and software is not included in this agreement. Updates shall be performed at no charge during normal business hours. Upgrades are excluded from this Service Agreement. An update is a patch that is made available after the product has been released, often to solve problems or glitches, while an upgrade is the replacement of an older version of one product to a newer one.

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc.) can be provided at Client's request at no additional charge.

Virtual CIO and Network Admin

AGJ Systems will schedule quarterly or annual business reviews (depending upon the client size) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections.

6. Excluded Services

Services rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antimalware software is included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).

- 6) Office Telephone System support unless specified in section 3 (above).
- 7) Mail security for non-Exchange environments.
- 8) Email Migration Projects
- 9) Camera Systems support unless specified in section 3 (above).

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

For all Services provided by AGJ Systems and Networks, AGJ Systems and Networks will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed and Covered Equipment from infiltration. Client understands that, even with these precautions, its network, including any Covered Equipment, is susceptible to infiltration and that AGJ Systems and Networks cannot prevent or be held responsible for such infiltration. In the event of client network infiltration, both parties will work together to assess and minimize damages caused by infiltration and restore all services as quickly as possible. Customer is responsible for securing Cyber Security insurance to mitigate any damages or losses that may result from client network infiltration. AGJ Systems and Networks is not liable for any damages or losses suffered by client due to client network infiltration, and client hereby releases, discharges and holds harmless AGJ Systems and Networks and its employees, agents, officers and directors from and against all claims, liability, losses or damages, and expenses, including attorney's fees, relating to any client network infiltration.

9. Fees and Payment Schedule

Fees for the first year will be \$1,100 per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month. The first month will include an additional one-time setup fee of \$0

Fees will be increased 5% per year on the anniversary of this agreement. For example, year two will be the monthly price listed above plus an additional 5%.

All invoices are "Net 20" (due 20 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." AGJ requires a 50% deposit on all hardware/software at the time of purchase. The remainder of the hardware/software purchase amount is due when the equipment is delivered.



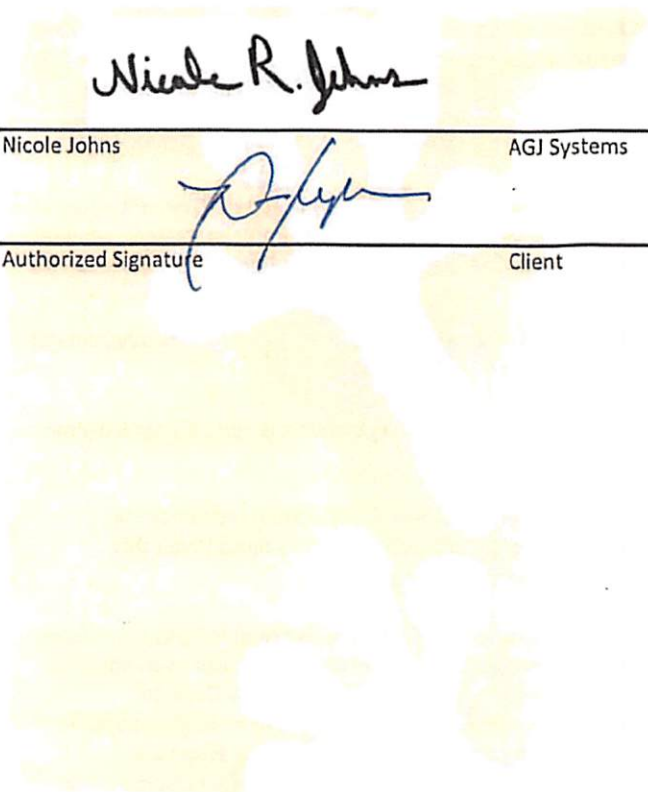
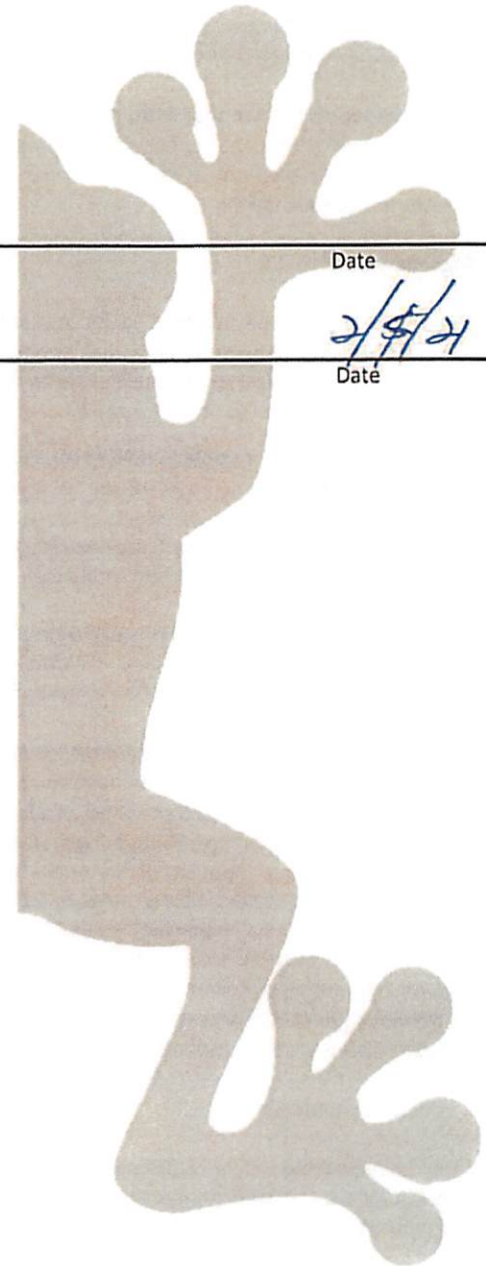
It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above).

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

	
<i>Nicole R. Johns</i>	
_____ Nicole Johns	AGJ Systems
	Date
<i>[Signature]</i>	<i>2/9/21</i>
_____ Authorized Signature	Client
	Date

Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Server and PC Proactive Tasks	INCLUDED

Remote PC Management/Help Desk After Hours, Weekends and Holidays	\$150/hour
Remote Printer Management After Hours, Weekends and Holidays	\$150/hour
Remote Network Management After Hours, Weekends and Holidays	\$150/hour
Remote Server Management After Hours, Weekends and Holidays	\$150/hour
Onsite Labor After Hours, Weekends and Holidays	\$150/hour



Server Installations and Projects	\$135/hour
Software Deployment Projects	\$135/hour
New PC Pre-Config * AGJ Purchase	INCLUDED
New PC Pre-Config * Other Vendor Purchase	\$115/hour
New PC On Site Deployment	\$115/hour
Project Manager	\$135/hour
Travel Outside 50-miles (half rate)	\$57.50/hour

*PCs purchased by the client through AGJ will be Pre-configured (benched, 3 hours) at no charge. PCs purchased by the client through other vendors will be Pre-configured at the hourly rate referenced above.

We require Client to send specifications of any technology equipment to AGJ for review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase through another vendor.

AGJ Holiday Schedule: New Year's Day, Mardi Gras, Easter, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

**MEETINGS – CONVENTIONS – SPORTS
GOALS FY21**

		<u>ROOM NIGHTS</u>	<u>LEADS</u>
	Ari Covacevich Regional Sales Manager	2,500	15
	Marquez Singleton Sports & Events Development Manager	3,500	20
	Vacant Regional Sales Manager	1,000	10
		TOTAL ROOM NIGHTS: 7,000	TOTAL LEADS: 45